

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

_____)	
LAW SCHOOL ADMISSION COUNCIL, INC.,)	
)	
Plaintiff,)	
)	
v.)	CASE NO. _____
)	
MORLEY TATRO,)	
d/b/a CAMBRIDGE LSAT,)	
)	JURY TRIAL DEMANDED
Defendant.)	
_____)	

COMPLAINT

Plaintiff, Law School Admission Council, Inc., by its attorneys, Morgan, Lewis & Bockius LLP, brings this action against Morley Tatro d/b/a Cambridge LSAT and alleges as follows:

THE PARTIES

1. Plaintiff Law School Admission Council, Inc. ("LSAC") is a Delaware corporation with its principal place of business at 662 Penn Street, Newtown, Pennsylvania 18940.
2. Defendant Morley Tatro d/b/a Cambridge LSAT ("Cambridge LSAT") maintains its principal place of business at 303 E. Elmwood Ave., Unit 304 Burbank, CA 91502-2695. Upon information and belief, Cambridge LSAT provides materials that prepare students for the Law School Admission Test, which is created, administered and owned by LSAC.

10. LSAC grants royalty-bearing licenses to test-preparation companies that permit the reproduction of certain LSAT Materials for use in certain types of preparation course materials, in part, to help offset some of LSAC's costs of creating the materials and to provide students who take the preparation course with access to actual questions.

11. LSAC entered into license agreements with Cambridge LSAT beginning in 2009 that authorized Cambridge LSAT to use, print, reproduce, and distribute certain LSAT Materials under certain conditions. The parties entered into their most recent license agreement on June 15, 2015, which covered the period of January 2015 through June 30, 2017. Pursuant to this licensing agreement, Cambridge LSAT's licensing fees for 2015 are due in January of 2016.

12. LSAC terminated its license agreement with Cambridge LSAT on August 4, 2015 and informed Mr. Tatro that, as of August 15, 2015, he was no longer licensed to offer for sale or sell the Licensed Material in any format.

II. DEFENDANT'S BUSINESS AND UNAUTHORIZED USE OF LSAT MATERIALS

13. Upon information and belief, Cambridge LSAT offers for sale and sells LSAT test-preparation information and materials to the general public.

14. Upon information and belief, Morley Tatro is Cambridge LSAT and directly controls and is responsible for the day-to-day operations of the Cambridge LSAT business.

15. Upon information and belief, Cambridge LSAT offers for sale and sells materials from each and every one of the LSAT tests covered by the LSAT Registrations.

16. Upon information and belief, Cambridge LSAT operates the website at www.cambridgelsat.com, through which it makes LSAT test-preparation information and materials available to the general public throughout the United States, including in the Commonwealth of Pennsylvania.

17. Upon information and belief, Cambridge LSAT offers for sale and sells on its website workbooks, compilations of LSAT test questions, and other books that contain exact copies of LSAT Materials from each and every one of the LSAT tests covered by the LSAT Registrations. Specifically, exact copies of LSAT prep tests 1-73 as well as exact copies of SuperPrep and SuperPrepII are available for sale on the Cambridge LSAT website. Cambridge LSAT also offers various books that are compilations of questions that originally appeared in several different LSAT tests, including an Ultimate LSAT Prep Package, which contains all 7,050 questions from LSAT Prep Tests 1-70 and The Official LSAT Handbook.

18. The Cambridge LSAT website makes LSAT Materials available in a format such that they can be downloaded, forwarded, opened on other computers and devices, and printed any number of times by unauthorized users.

19. As shown in Exhibit B, the Cambridge LSAT website states that all actual LSAT questions printed within the works sold on the website “are used with the permission of Law School Admission Council, Inc., Box 2000, Newtown, PA 18940, the copyright owner.”

20. A header at the top of each page of the Cambridge LSAT website states: “The Cambridge LSAT website Official LSAT content in both printed and downloadable form will only be available for a short time. If you need to purchase LSAT content, be sure to do so soon.” *See* Exhibit B.

21. Upon information and belief, Cambridge also offers for sale and sells workbooks, compilations of LSAT test questions, and other books that contain exact copies of LSAT Materials on websites operated by third parties.

22. Cambridge LSAT's past and current use, reproduction, distribution, public display and/or creation of derivative works of LSAT Materials was not and is not licensed or otherwise authorized by LSAC.

23. LSAC has repeatedly asked Cambridge LSAT to cease offering for sale unauthorized copies of the LSAT Materials, but Cambridge LSAT has refused to remove the infringing content from its website and third party websites.

COUNT I
(Copyright Infringement)

24. LSAC realleges and incorporates herein by reference the previous paragraphs of the Complaint as if fully set forth herein.

25. LSAC owns valid copyrights in all of the LSAT Materials.

26. Cambridge LSAT's past and current use, reproduction, distribution, public display and/or creation of derivative works of each of the LSAT Materials covered by the LSAT Registrations was and is an infringement of the LSAC's copyrights pursuant to 17 U.S.C. § 501(a).

27. Cambridge LSAT has infringed the exclusive right of LSAC to use, reproduce, distribute, publicly display and/or create derivative works of the LSAT Materials pursuant to 17 U.S.C. § 106.

28. By its actions, Cambridge LSAT has infringed, and continues to infringe, LSAC's copyrights in the LSAT Materials covered by the LSAT Registrations.

29. The infringement of the copyright in each of the LSAT Materials on Exhibit A constitutes a separate act of copyright infringement.

30. Cambridge LSAT's conduct in using, reproducing, distributing, publicly displaying and/or creating derivative works of the LSAT Materials in violation of LSAC's copyrights has been knowing, willful and/or intentional.

31. LSAC has suffered monetary harm from Cambridge LSAT's conduct and will continue to suffer monetary harm if Cambridge LSAT is permitted to continue its infringing conduct.

32. In addition, if Cambridge LSAT is permitted to continue its infringing conduct, LSAC will suffer irreparable harm for which there is no adequate remedy at law.

COUNT II
(Contributory Copyright Infringement)

33. LSAC realleges and incorporates herein by reference the previous paragraphs of the Complaint as if fully set forth herein.

34. Cambridge LSAT knowingly used, reproduced, distributed, publicly displayed and/or created derivative works of the LSAT Materials with the intent to induce, enable, facilitate, cause and/or materially contribute to others making unauthorized copies of the LSAT Materials and continues to do so.

35. Cambridge LSAT displayed the statement on its website encouraging members of the public to print and download the LSAT Materials from the Cambridge LSAT website at a time when it did not have authorization to make copies of or sell the LSAT Materials.

36. Upon information and belief, it is likely that members of the public have made unauthorized copies of the LSAT Materials from the Cambridge LSAT website and/or Cambridge LSAT's products that are available on third party websites.

37. Cambridge LSAT's conduct in using, reproducing, distributing, publicly displaying and/or creating derivative works of the LSAT Materials with the intent to induce,

enable, facilitate, cause and/or materially contribute to others making unauthorized copies of the LSAT Materials has been knowing, willful and/or intentional.

38. LSAC has suffered monetary harm from Cambridge LSAT's conduct and will continue to suffer monetary harm if Cambridge LSAT is permitted to continue its infringing conduct.

39. In addition, if Cambridge LSAT is permitted to continue its infringing conduct, LSAC will suffer irreparable harm for which there is no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, LSAC prays that this Honorable Court:

1. Preliminarily and permanently enjoin Cambridge LSAT and all those in active concert with it or in participation with it from (a) all further use, reproduction, distribution, public display and/or creation of derivative works of the LSAT Materials or materials that incorporate LSAT Materials, in whole or in part; and (b) making any statement on its website or in other promotional materials that expressly or impliedly suggests that Cambridge LSAT has a license or other authorization from LSAC to use, reproduce, public display or create derivative works of the LSAT Materials.
2. Issue an order directing Cambridge LSAT to immediately destroy all copies of LSAT Materials or portions of LSAT Materials in its possession or control in any and all documents or media;
3. Award LSAC damages against Cambridge LSAT for any and all damages allowable by law, including, without limitation, statutory damages pursuant to 17 U.S.C. § 504(c)(1) as applicable, and/or at LSAC's election, LSAC's actual

damages arising from Cambridge LSAT's infringement of copyright and/or contributory infringement of copyright and any applicable profits of Cambridge LSAT pursuant to 17 U.S.C. § 504(a);

4. Increase statutory damages to up to \$150,000 for each of the works Cambridge LSAT has infringed pursuant to 17 U.S.C. § 504(c)(2) as appropriate for Cambridge LSAT's willful infringement of LSAC's copyrights;
5. Award LSAC its reasonable attorneys' fees, costs of suit and interest; and
6. Award LSAC any and all such other and further relief as this Court shall deem just and proper.

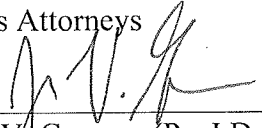
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on any and all claims for which it is appropriate.

Dated: September 18, 2015

Respectfully submitted,

LAW SCHOOL ADMISSION COUNCIL, INC.
By Its Attorneys



John V. Gorman (Pa. I.D. No. 80631)
jgorman@morganlewis.com
Amy M. Dudash (Pa. I.D. No. 311898)
adudash@morganlewis.com
MORGAN, LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103-2921
Tel: 215.963.5000
Fax: 215.963.5001

Anita B. Polott (*pro hac vice* application forthcoming)
apolott@morganlewis.com
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Ave., N.W.
Washington, D.C. 20004-2541
Tel: 202.739.3000

Fax: 202.739.3001